

GENERAL CONDITIONS  
UAP DOCUMENT 301

**UNITED ARCHITECTS OF THE PHILIPPINES**

# **INTRODUCTION**

**The Architect, in performance of his services to his Client, prepares the “General Conditions” as one of the Contract Documents. The General Conditions define the relationship among the Owner, the Architects and the contractor and stipulates the norms by which the contractor shall perform his work.**

**In order to maintain a high standard of professionalism in the implementation of construction and to establish the proper responsibilities that would be fair to all parties involved in the construction, a uniform provision of the General Conditions acceptable to the building profession is needed.**

**It is the purpose that the United Architects of the Philippines (UAP) initiated the adoption of a standard document to be known as “General Conditions”, UAP Document No. 301, for use by all practicing Architects in the Philippines, subject to the approval by the Professional Regulation Commission (PRC) through the Board of Architecture.**

**The task for the compilation, review, editing and printing of the General Conditions was given to the UAP committee on the Professional Practice and Ethics in collaboration with the Inter-Professional Conference Committee whose membership is composed of representatives from the United Architects of the Philippines (UAP), the Philippines Institute of Civil Engineers (PICE), and the Philippine Contractors Association (PCA).**

**The General Conditions is based on the standard concept of practice in the building Profession by which the Architect performs his services as the prime professional commissioned by the Owner to design and supervise a project which will be implemented by a General Contractor.**

**Other concepts of professional services and manners of Implementing construction which require different provisions are stipulated in a separate document entitled “Special Provisions,” UAP Document No.302.**

**In the course of the preparation of this General Conditions, the committee used several references. Acknowledgment is hereby given to the former members of the Committee for the Initial review of this document and to the Incumbent members for the finalization of the same.**

**FELIPE M. MENDOZA, FUAP  
Chairman  
UAP Committee on Professional Practice & Ethics**

**MEMBERS:**

**Cesar V. Canchela, FUAP**

**Antonio S. Dimalanta, FUAP**

**Froilan L. Hong, FUAP**

**Norberio M. Nuke, FUAP**

# **UNITED ARCHITECTS OF THE PHILIPPINES**

**THE DULY ACCREDITED BONIFIDE PROFESSIONAL ORGANIZATION FOR  
ARCHITECTS**

**FOLK ARTS THEATER, CCP COMPLEX, ROXAS BLVD., PASAY CITY, METRO  
MANILA**

**Telephone; 832-78-50, 832-11-20 Loc. 09 fax: 832-37-11**

## **RESOLUTION NO. 15**

### **Series of 1984**

WHEREAS, one of the projects of the United Architects of the Philippines is the preparation of standard document that could be used by Architects as a means of the UAP to the members;

WHEREAS, the "General Condition" Document No. 301, as prepared by the UAP Committee on Professional Practice & Ethics and the Inter-Professional Conference Committee in 1977 embodies provisions pertaining to the responsibilities of the Architects to his Client, and stipulations conditions for the implementation of the work by the Contractor which are fair to both the Owner and the Contractor;

WHEREAS, the Inter-Professional Conference Committee (IPCC) tripartite group composed of the architects - United Architects of the Philippines (UAP), engineers - Phil Institute of CMI Engineers (PICE) and contractors - Phil. Contractors Association (PCA) have been reconvened in March 1983 to make revisions on the 1977 General Conditions to meet the needs of the changing times.

WHEREAS, the revisions are: Art. 3; Paragraph 3.03, Sub-Paragraph "a. Should a conflict occur between Drawings, or a conflict between Specifications, or between Specifications and Drawings, the Contractor shall be deemed to have estimated a more expensive way of doing work unless he shall have asked for and obtained a decision. In writing, from the Architect before submission of proposal as to which method or materials will be required. If, after award, the less expensive work is done, the Contractor shall credit the Owner an amount equivalent to the difference between the more expensive and the less expensive work"; "Art. 22.04 ARCHITECTS ACTION ON A REQUEST FOR PAYMENT: Within fifteen days after receipt of any Request for Payment by the Contractor, the Architect shall issue a certificate of payment or withhold the Request for Payment. When the Architects decides to withhold the Request for Payment, he shall inform the Contractor in writing the reasons for withholding it. IF THE CONTRACTOR AND ARCHITECT CANNOT AGREE ON A REVISED AMOUNT, THE ARCHITECT WILL ISSUE A CERTIFICATE OF PAYMENT FOR THE AMOUNT FOR WHICH HE IS ABLE TO MAKE REPRESENTATIONS TO THE OWNER."; Art. 27: CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT: "If the Contractor is compelled to suspend work due to hardships or difficulties under b, c, and d above then the contract sum shall be increased by the amount of the contractor's reasonable costs of shut-down, delay and start up, which shall be effected by appropriate change order.";

WHEREAS, these revisions is in consonance with present trend of Architectural Practice in the Philippines and the adoption of it as a standard document by the practicing architects will contribute to the maintenance of a high standard of professionalism in the architectural professional and building industry;

NOW, THEREFORE, be it resolved as it is hereby resolved by the Board of Directors of the United Architects of the Philippines the approval of the revised General Conditions and its adoption as UAP Document 301.

RESOLVED, FURTHER, that copies of this resolution and the General Conditions be furnished the Professional Regulation Commission (PRC) and the Board of Architecture for their record, information and guidance, and enjoining them to approve this revised General Conditions, as a standards document for all practicing Architects in the Philippines.

Unanimously, approved this 11<sup>th</sup> day of August in the year of our Lord Nineteen and Eighty Four.

MANUEL T. MANOSA, JR.,  
FUAP  
National President

ATTESTED

RICARDO R. POBLETE, FUAP  
National Secretary

HONORARY MEMBER - MADAME IMELDA ROMUALDEZ MARCOS Minister of Human Settlements and Governor of Metro Manila NATIONAL BOARD OF DIRECTORS 1984 OFFICERS: MANUEL T. MANOSA JR. FUAP, National President NORBERTO M. NUKE, FUAP Vice President for Private Practice; NATHANIEL VON EINSIEDEL, FUAP Vice President for Government Service; VICTOR N. TIOTUYCO FUAP, Vice President for Privately Employed Professional & Allied Fields; RICARDO R. POBLETE, FUAP, National Secretary; LIBRADO M. MACALINAO, FUAP, National Treasurer; COSTANTINO F. AGBAYANI, FUAP, Director, NCR; FELIPE M. MENDOZA, FUA, Director, NCR, MANUEL A RESURRECCION, CUAP, Director, NCR; ROGER J. NAZ, CUAP, Director, N. Luzon; JOSE MACARIO B. DE LEON. CUAP Director, C. Luzon; FIDEL J.R. SIAPNO, UAP Director, S. Luzon; SERVILLANO C. MAPESO, Director, E. Visayas; RAMIRO GARCIA, FUAP, Director, W. Visayas; AUGUSTO C. NABLE, CUAP, Director, Mindanao.

REPUBLIC OF THE PHILIPPINES  
**PROFESSIONAL REGULATION COMMISSION**  
MANILA

**BOARD OF ARCHITECTURE**  
BOARD RESOLUTION NO. 24  
SERIES OF 1984

WHEREAS, In UAP Resolution No. 108 dated September 7, 1977, the United Architects of the Philippines petitioned the Professional Regulation Commission and the Board of Architecture to approve the General Conditions. UAP Document No. 301, as a standard document for use by practicing architects in the Philippines;

WHEREAS, the "General Conditions", UAP Document No. 301, whose provisions establish the relationship among the owner, the Architect and the Contractor and stipulate the norms by which the contractor shall perform his work are in consonance with the present trend of architectural practice in the Philippines;

WHEREAS, the UAP now proposes certain revisions in the said "General Conditions" UAP Document No. 301, as follows;

"Art. 3. Paragraph 3.03. Sub-Paragraph a. " Should a conflict occur between Drawings, on a conflict between Specifications and Drawings, the Contactor shall be deemed to have estimated a more expensive way of doing work unless he shall have asked for and obtained a decision. In writing, from the Architect before submission of proposals as to which method or materials will be required. If, after award, the less expensive work is done, the Contractor shall credit the owner an amount equivalent to the difference to the more expensive and the less expensive work."

"Art. 22.04. ARCHITECT'S ACTION ON A REQUEST FOR PAYMENT; Within fifteen days after receipt of any request for Payment by the Contractor, the Architect shall either issue a Certificate of Payment or withhold the Request of Payment. When the Architect decides to withhold the Request of Payment, he shall inform the Contractor in writing the reasons for

withholding it. IF THE CONTRACTOR AND THE ARCHITECT CANNOT AGREE ON A REVISED AMOUNT, THE ARCHITECT WILL ISSUE A CERTIFICATE OF PAYMENT FOR THE AMOUNT FOR WHICH HE IS ABLE TO MAKE REPRESENTATIONS TO THE OWNER."

"Art 27. CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT.: If the Contractor is compelled to suspend work due to hardships or difficulties under b, c, and d above, then the Contract sum shall be increased by the amount of the contractor's reasonable cost of shut down, delay and startup, which shall be affected by appropriate change order."

WHEREAS, the Board of Architecture, after viewing said revisions, find them in order to maintain the high level of professionalism in the implementation of infrastructure projects;

NOW, THEREFORE, BE IT RESOLVED, AS IT IS HEREBY RESOLVED, that the above stated revisions in the "General Conditions", UAP Document No. 301, are hereby approved and adopted.

RESOLVED FINALLY that the above take effect upon approval by the Commission and fifteen (15) days following its publication in the Official Gazette.  
Done in the City of Manila this 7<sup>th</sup> day of November, 1984.

(SGD.) CESAR V. CANCELA  
CHAIRMAN

(SGD.) JULIO D. MATIAS  
JR.  
MEMBER

(SGD.) JUAN A. MARAVILLAS,  
MEMBER

ATTESTED:  
(SGD.) SALUD M. SAHAGUN  
SECRETARY

Approved and promulgated as part of the rules and regulations governing the practice of architecture in the Philippines the 26<sup>th</sup> day of November, 1989

(SGD.) NUMERIANO TANOPO, JR.  
Associate Commissioner  
(SGD.) DOMICAIANO C. NATIVIDAD  
Associate Commissioner

**RESOLUTION NO. 108**  
**Series of 1977**  
**UNITED ARCHITECTS OF THE PHILIPPINES, INC.**

WHEREAS, one of the projects of the United Architects of the Philippines is the preparation of standard documents that could be used by practicing Architects as a means of service of the UAP to its members;

WHEREAS, the "General Conditions", Document No. 301, as prepared by the UAP Committee on Professional Practice and Ethics and the Inter-Professional Conference Committee embodies the provisions pertaining to the responsibilities of the Architect to his Client, and stipulates conditions for the implementation of the work by the Contractor which are fair to both the Owner and the Contractor;

WHEREAS, the provisions of this document is in consonance with the present trend of architectural practice in the Philippines and the adoption of it as a standard document by the practicing architect will contribute to the maintenance of a high standard professionalism in the architectural profession and the building industry;

**NOW, THEREFORE, be it resolved as it is hereby resolved by the Board of Directors of the United Architects of the Philippines the approval of this General Conditions and its adoption as UAP Document No. 301.**

**RESOLVED, FURTHER, that copies of this resolution and the General Conditions be furnished the Professional Regulation Commission (PRC) and the Board of Architecture for their record, information and guidance, and enjoining them to approve this General Conditions, as a standard document for all practicing Architects in the Philippines.**

**Unanimously approved, this 7<sup>th</sup> day of September in the year of our Lord Nineteen Hundred and Seventy Seven.**

**Ruperto C. Gaite, FUAP**  
President

**ATTESTED**

**JESUS M. BONDOC, FUAP**  
Secretary

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**REPUBLIC OF THE PHILIPPINES**  
**PROFESSIONAL REGULATION COMMISSION**  
**MANILA**

# **BOARD OF ARCHITECTURE**

**BOARD RESOLUTION NO. 15**

**SERIES OF 1977**

**WHEREAS, in the UAP Resolution No. 108 dated September 7, 1977, the United Architects of the Philippines have petitioned the Professional Regulation Commission and the Board of Architecture to approve the "General Conditions", UAP Document No. 301 as a standard document for use by practicing architects in the Philippines;**

**WHEREAS, the General Conditions - UAP Document No. 301 whose provisions establish the relationship among the Owner, the Architect and the Contractor and stipulate the norms by which the contractor shall perform his work are in consonance with the present trend of architectural practice in the Philippines;**

**WHEREAS, the Board of Architecture after reviewing said General Conditions, find it in order and an appropriate document for use by the Architects as instrument of service to maintain the high level of professionalism in the implementation of the infrastructure projects;**

**NOW, THEREFORE, be it resolved as it is hereby resolved by the Board of Architecture that the "General Conditions". UAP Document No. 301 is approved and adopted as one of the official documents which the practicing Architect may use in the discharge of his duties.**

**Unanimously approved, this 15<sup>th</sup> day of November in the year of our Lord Nineteen Hundred and Seventy Seven**

**ANASTACIO R. BERNAL**

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*Commissioner*

**1977**

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**1984**

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# **UNITED ARCHITECTS OF THE PHILIPPINES**

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### **UNITED ARCHITECTS OF THE PHILIPINES**

#### **GENERAL CONDITIONS**

#### **SECTION I**

#### **DEFINITIONS AND DOCUMENTS**

#### **ART 1: DEFINITIONS**

**1.1 CONTRACT DOCUMENTS:** The Contract consists of the following documents, including all additions, deletions and modification incorporated therein before the execution of the Contract:

- a. Agreement
- b. General Conditions
- c. Special Provisions
- d. Specifications
- e. Drawings

**1.2 OWNER:** The person or entity ordering the project for execution, including duly appointed successors, or authorized representatives.

**1.3 ARCHITECT:** refers to the Architect commissioned by the Owner action personally or through assistants duly authorized in writing by the Architect to act on his behalf

**1.4 ENGINEER:** The person so named n the Contract Documents or his representative duly authorized in writing to act for the engineer.

**1.5 PROJECT REPRESENTATIVE:** The Full-time Construction Inspector hired by the Owner duly authorized in writing to assist the Architect and the Engineer in the supervision of the work

- 1.6 CONTRACTOR** The person or firm whose proposal has been accepted and to whom the Contract was awarded.
- 1.7 SUB-CONTRACTOR:** Anyone having a direct Contact with the Contractor who acts for or in behalf of the Contractor in executing any part of the Contract, not including one who merely furnishes materials without labor.
- 1.8 SURETY:** is the person, firm or corporation who provides the guarantee for the Contractor's Bonds.
- 1.9 PROPOSAL:** The offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
- 1.10 PROPOSAL BOND:** the cashier's check or surety bond accompanying the proposal submitted by the bidder, as a guarantee that the bidder will enter into a contract with the owner for the construction of the work, if the contract is awarded to him.
- 1.11 PERFORMANCE BOND:** is the approved form of security furnished by the Contractor and his Surety as a guarantee of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.
- 1.12 PAYMENT BOND:** is the approved form of security furnished by the contractor and his surety as a guarantee of good faith on the part of the Contractor to pay all obligations arising from the contract.
- 1.13 GUARANTEED BOND** is the approved form of security furnished by the contractor and is surety as a guarantee to the quality of materials and equipment installed and the workmanship performed by the Contractor.
- 1.14 AGREEMENT:** is the contract between the owner and the contractor undertaking the project described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the work or materials therefore.
- 1.15 ADVERTISEMENT or INVITATION TO BID:** The notice published by the owner or the invitations issue to prospective bidders, giving information to the nature of the proposed project, conditions for the issuance of the contract documents date of bidding, and estimated cost or information that would give the contractor a general idea of the magnitude and extent of the project.
- 1.16 BID BULLETIN:** is additional information on contract documents issued to bidders before date of bidding.
- 1.17 INSTRUCTIONS TO BIDDERS:** The list of instructions stipulating the manner on how bids are to be prepared and conditions for the award of contract.
- 1.18 DRAWINGS:** are graphical presentations of the work involved in the project. They include all supplementary details and shop drawings.
- 1.19 GENERAL CONDITIONS:** as printed documents stipulating the procedural and the administrative aspects of the contract.
- 1.20 SPECIAL PROVISIONS** are instructions which may be issued prior to the bidding to supplement and/or modify the drawings, specifications, and/or General Conditions of the contract.
- 1.21 SPECIFICATIONS:** are written or printed description of work to be done describing qualities of material and mode of construction.

- 1.22 SUPPLEMENTARY SPECIFICATIONS:** are additional information which may be issued as an addition or amendment to the provisions of the specifications.
- 1.23 SCHEDULE OF MATERIALS AND FINISHES:** is an outline specification enumerating the type or trade names of materials to be used.
- 1.24 BREAKDOWN OF WORK AND CORRESPONDING VALUE:** is a listing of the different parts of the work indicating in each part of the corresponding value in materials and labor, including an allowance for profit and overhead.
- 1.25 WRITTEN NOTICE:** Written notice means information, advice or notification pertinent to the project delivered in person or sent by registered mail to the individual, firm or corporation at the last known business address of such individual, firm or corporation.
- 1.26 ACT OF GOD OR FORCE MAJEURE** includes an earthquake, flood, typhoon, cyclone & other cataclysmic phenomenon of nature and all misfortunes and accidents which human prudence could not foresee or prevent, rain, wind, flood or other natural phenomenon of inconsequential degree for the locality shall not be construed as an act of God or Force Majeure and no reparation shall be made to the Contractor for the damages to the work resulting therefore.
- 1.27 TIME LIMITS:** time limit is the duration of time allowed by the contract for the completion of the project in any stipulated portions thereof.
- 1.28 LOCAL LAWS:** applies to all laws, ordinances and other governmental regulations applicable to the project and its undertaking.
- 1.29 WORK:** The term "work" of the Contractor or Sub-contractor includes labor or materials or both as well as equipment, transportation, or other facilities necessary to commence and complete the construction called for in the Contract.
- 1.30 FURNISH:** The work "furnish" shall be understood to mean "Purchase and/or fabricate and deliver to the jobsite or other location when so designated."
- 1.31 INSTALL:** the word "install" shall mean to build in, mount positions, connect or apply any object specified ready for the intended use.
- 1.32 PROVIDE:** the word "provide" shall be understood to mean "furnish and install"
- 1.33 REQUIRED OR NECESSARY:** The words "Required Or Necessary" shall mean as required or necessary for the complete execution of that portion of the work.
- 1.34 APPROVED, DIRECTED AND ACCEPTABLE:** The words "approved", "directed" and "acceptable", or words of like import shall mean approved, directed by or acceptable to the architect unless otherwise stipulated in the Contract.
- 1.35 SINGULAR OR PLURAL:** in all cases where a device, item, or part of the equipment is referred to in the singular number, it is intended that such reference shall apply to as many such device, items, or parts as are required to complete work.

## **ART. 2 EXECUTION, CORRELATION AND INTENT OF DOCUMENTS**

**2.01 SIGNATURE ON DOCUMENTS:** the contract documents shall be signed in quintuplicate by the owner and the contractor duly witnessed

**2.02 INTERNT OF CONTRACT DOCUMENTS:** the Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intent of the drawings and the specifications is prescribed the complete work that the Contract is to undertake to comply with the contract. The intention is to include all labor and materials, equipment and transportation necessary for the proper execution of the work.

**2.03 CONFORMITY TO THE CONTRACT DOCUMENTS:** All work shall conform to the Contract Documents.

- a. If there be variance between drawings and the Specifications, the provisions of the specifications shall control. In case of conflict between the General Conditions of the contract or any modification thereof and the detailed specifications requirements shall control
- b. Any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawing or Specifications shall be immediately reported to the Architect or Engineer, who shall promptly correct such discrepancies, errors, omissions after his discovery. Any work involving such discrepancies shall be done at the Contractor's risk.
- c. Responsibility for adequacy of the design and for sufficiency of the drawings and specifications shall be borne by the owner. The complete requirements of the work to be performed under the contract shall be set forth in drawings and specifications to be supplied by the owner through the Architect or Engineer or by the Architect or Engineer as representative of the owner. Drawings and specifications furnished shall be in accordance with the contract documents and shall be true and accurate development thereof
- d. The Architect or Engineer shall furnish from time to time all additional detail drawings and instructions essential to the proper execution of the work. The Architect or the Engineer shall furnish with reasonable promptness such additional detail drawings and instructions. All the additional drawings and instructions shall be consistent with the Contract documents, true development thereof, and reasonable inferable there from. All such additional drawings and instruction are to be considered of equal force as those which originally accompany the specifications.
- e. The Contractor and the Architect or the Engineer if either one so requests shall jointly prepare a schedule, subject to change from time to time in accordance with the progress of the work, fixing dates at which the various detail drawings will be required and the Architect or Engineer shall furnish then in accordance with that schedule. Under like conditions, a schedule shall be prepared fixing the dates for the submission of shop drawings, for the

**beginning of manufacture and installation of material, and for the completion of the various parts of the work.**

**2.04 CONTRACTOR DOCUMENTS AT SITE OF WORK:** The Contractor shall keep at the site of work. In good order one copy each of all drawings, specifications, Breakdown of work, Schedule of Construction Work and including all instructions and graphs available to the Architect and his representatives.

**2.05 OWNERSHIP OF CONTRACT DOCUMENTS AND MODELS:** The drawings, specifications, and models, including all additional instructions, and copies thereof, furnished for this work by the architect are the property of the Architect. They are not to be used on any other work and with the exception of the signed contract set are to be returned to the Architect at the completion of the work, before Final Payment to the Contractor is made.

### **ART. 3      DRAWING AND SPECIFICATIONS**

**3.01 COPIES OF DRAWINGS AND SPECIFICATIONS:** The Owner shall furnish the contractor free of charge three sets of drawings and specifications. All other copies of Drawings and Specifications as required by the contractor will be furnished to him at cost of reproduction.

**3.02 COORDINATION OF DRAWINGS AND SPECIFICATIONS:** All drawings and models are intended to cooperate with the Specifications, to form a part of the Contract Documents. Where figures are given, they are to be followed in preference to measurements by scale. Anything shown on the Drawing but not mentioned in the specifications, or vice versa, or anything not expressly set forth in either but which is reasonably implied, shall be furnished as though specifically shown and mentioned in both, without any extra charge.

**3.03 CLARIFICATION OF MEANING OF DRAWINGS AND SPECIFICATIONS:** The Contractor shall carefully examine compare and verify the data furnished by the drawings and specifications. Any doubt as to the meaning of the drawing (including notes thereon) or of the Specifications or any obscurity as to the wording of the Specifications will be explained, and all directions and explanations necessary and proper to make more definite and certain any requirements of the drawings (including notes thereon) or of the provisions of the specifications and give them due effect, will be given by the Architect.

- a. Should a conflict occur between Drawings, or a conflict between specifications and Drawings, the Contractor shall be deemed to have estimated a more expensive way of doing work unless he shall have asked for and obtained a decision, in writing from the architect before submission of proposals as to which method or materials will be required. If, after award, the less expensive work is done, the

- contractor shall credit the owner an amount equivalent to the difference between the more expensive and the less expensive work.
- b. If, in the Contractor's opinion, any work indicated on the drawings, or specified in such manner as will make impossible to produce a first-class work, he shall refer same to the Architect for interpretation before proceeding with work if the contractor fails to make such reference; no excuse will thereafter be entertained for failure to carry out work in the most satisfactory manner.

**3.04 DISCREPANCIES IN DRAWINGS:** In case of discrepancy in the figures or drawings, the matter shall be submitted immediately to the Architect, before any adjustment shall be made by the contractor save only at latter's own risk and expense, the decision of the Architect on the adjustment of discrepancies so as to conform to the real intent of the drawings and specifications shall govern and shall be followed by the Contractor.

#### **ART 4: DETAIL DRAWING AND INTRUCTIONS**

**4.01 SUPPLEMENTARY DRAWINGS AND INSTRUCTIONS:** The drawings referred to in these Specifications will be further supplemented by additional detail drawings and Instruction essential to the proper interpretation of the Drawings and the proper execution of the work. The Architect shall furnish with reasonable promptness such additional detail drawings and instructions. All such additional detail drawings and Instructions shall be consistent with the contract Documents, true developments thereof, and reasonably Inferable wherefrom. All such additional drawings and Instructions are to be considered of equal force as those which originally accompany the specifications. The work shall be executed in conformity with such detail drawings and instructions, and the Contractor shall do no work without proper drawings and instructions.

**4.02 SCHEDULE FOR SUBMISSION OF DETAIL AND SHOP DRAWINGS:** the Contractor and the Architect, If either one so requests, shall jointly prepare a schedule subject to change from time to time in accordance with the progress of the work, fixing the dates at which the various detail drawings will be required, and the Architect shall furnish them in accordance with that schedule, Under like conditions, a schedule shall be prepared, fixing the dates for submission of the shop drawings, for the beginning of manufacture and installation of materials for the completion of the various parts of the work.

#### **ART. 5: SHOP DRAWINGS**

**5.01 CONDITIONS IN THE PREPARATION OF SHOP DRAWING:** the Contactor shall prepare at his own expense and submit with such promptness as to cause no delay in his own work or in that of any other contractor doing work on the same building, two copies of all shop or setting drawings, templates, patterns and models as well as schedule required for the work of the various

trades and the Architect shall pass upon them with reasonable promptness, making desired corrections. The Contractor shall make any corrections required by the Architect, file with him two corrected copies and furnish such other copies as may be needed.

- 5.02 CHECKING DRAWINGS OF SUB- CONTACTORS:** Before submitting shop drawings for approval, the Contractor shall check drawings of all sub- contractors for accuracy. He shall see that all work contiguous with and having bearing on work indicated on shop drawings is accurately and distinctly illustrated and that work shown is in Conformity with Contract requirements
- 5.03 IDENTIFICATION:** Shop drawings shall be numbered consecutively and represent:
- a. All working and erection dimensions.
  - b. Arrangements and sectional views.
  - c. Necessary details, including complete information for making connections with other work.
  - d. Kinds of materials and finishes.
- Shop drawing shall be dated and contain (a) name of project, (b) descriptive names of equipment, materials, and classified item numbers, (c) location at which materials or equipment are to be installed in work.
- 5.04 LETTER OF TRANSMITTAL:** Submission of shop drawings shall be accompanied by a letter of transmittal in duplicate, containing name of project. Contractor's name, number of drawings, titles, and other pertinent data.
- 5.05 CORRECTIONS, CHANGES AND VARIATIONS:** The Contractor shall submit three sets of prints of shop drawings to the Architect for approval. Satisfactory shop drawings will be so identified by the Architect, dated and one copy thereof returned to the contractor. Should shop drawings be disapproved by the Architect, one set of such shop drawings will be returned to the contractor with necessary corrections and changes to be made as indicated.
- a. The Contractor shall make required corrections and changes and resubmit shop drawings, in duplicate until the Architect's approval is obtained.
  - b. Upon receipt of approval the Contractor shall Insert date of approval on tracing and promptly furnish the Architect with three additional prints of approved drawings.
  - c. No work called for by shop drawings shall be executed until the Architect's approval is given.
  - d. If shop drawings show variations from Contract requirements because of standard shop practice or other reasons, the Contractor shall make specific mention of such variations in his letter of submittal.
- 5.06 RESPONSIBILITY OR ACCURACY:** Approval of shop drawings will be general. It shall not relieve the Contractor of responsibility for accuracy of such shop drawings, nor for Proper fitting and construction of work, nor for furnishing of materials or work required by the Contract and not indicated on shop drawings. The Architect's approval of such drawings or

schedule shall not relieve Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing, called the Architect's attention to such deviations at the time of submission and secure his written approval, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules

## **SECTION II**

### **LAWS, REGULATION, SITE CONDITIONS, PERMITS AND TAXES**

#### **ART. 6 LAWS, REGULATION, SITE CONDITIONS**

**6.01 LAWS AND REGULATIONS:** In general the contractor shall comply with all the laws, city and municipal ordinances , and all building Codes, rules and regulations, In so far as they are binding upon or affect the parties hereto, the work, or those engaged thereon. He shall also comply with regulations of firms furnishing utilities such as water, gas, telephone and electricity for the project.

IF the Contractor performs any work contrary to such laws, ordinances rules and regulations, and without such notice to the Architect, he shall bear all costs arising there from.

**6.2 SITE CONDITIONS:** Before the bidding and the awarding f the contract, the Contractor is expected to have visited the locality of the work and made his own estimates of the facilities and difficulties attending to the execution of the proposed contract, including local conditions and all other contingencies. No extra compensation and extension of time will be given due to negligence or inadvertence of the Contractor.

#### **ART. 7 PERMIT, TAXES AND SURVEYS:**

**7.01 PERMIT AND LINCENCES:** All construction permits and licenses necessary for the execution of the work or of any temporary work and easements in relation thereto should be secured, and the corresponding required fees paid by the Contractor. He cost of such permits and licenses may, However be reimbursed by the Owner to the Contractor if specifically Stipulated in he prior Instructions of the Owner or the Architect.

The Contractor shall solely responsible for the actions taken by him should the construction be started before acquiring the necessary permits and licenses.

The Contractor shall also secure the final occupancy permit but he shall not be responsible for the non-issuance or the delay in the Issuance thereof through no fault f the Contractor.

**7.02 TAXES:** Wherever the law of the place of building required sales, consumer, use, or other similar tax related or pertinent only to the construction of the project, the Contractor shall pay such tax.

**7.03 CONSTRUCTION STAKES AND REFERENCE MARK:** The Owner shall be responsible for the establishment of lot lines, boundary lines, easement, and benchmarks by a certified surveyor. The



Owner may relegate this responsibility to the Contractor provided the Owner shall pay for the cost of said services. All other grades, lines, levels and benchmarks necessary for the prosecution of the work shall be established and maintained by the Contractor.

- a. The Contractor shall verify all grades, lines, levels and dimensions as indicated on the Drawings. He shall report any error or inconsistency to the Architect before commencing work.
- b. The contractor shall provide and maintain well- built batter boards at all corners. He shall establish benchmarks in not less than two widely separated places. As work progresses, he shall establish benchmarks at each floor giving exact levels of various floors.
- c. As work progresses the Contractor shall lay out exact location of all partitions as a guide to all trades.

**7.04 SERVICES OF LICENSED SURVEYOR:** The Contractor shall pay for services of a licensed surveyor when so required to confirm and certify the location of column centers, piers, wall, pits, trenches, pipe work, culvert work, utility lines and work of similar nature required by the Contract. A copy of such certification shall be furnished the Architect. It is the intention that the Surveyor's Certification shall represent an Independent and disinterested verification of such lay-out.

- a. the contractor shall furnish certifications from licensed surveyor that off portions of work are located in accord with Contract requirements and at elevations required thereby.
- b. The surveyor shall promptly verify and certify to lines and levels of any portion of subdivision of work at any time it may be deemed necessary by the Architect. Any deviation from the Drawings shall be certified to the Architect within 24 hours of discovery of same.

**7.05 FINAL CERTIFICATION:** Final certification shall be submitted upon completion of work, or upon completion of any section of work, if required by the Architect, and before final payment is made. Any exception or deviations from the Drawings shall be noted on final certificate, and there shall be included any maps, plots, notes, and the like necessary in the opinion of the Architect to constitute a full and complete report.

### SECTION III EQUIPMENT AND MATERIALS

#### ART 8 GENERAL

Notwithstanding anything herein specified or provided that may be construed to the contrary, all materials and equipment must conform to all laws, ordinances regulations and building codes now or hereafter may be in force and applicable during the period of construction, and the contractor shall obtain the

necessary permits and pay the required fees therefore to the proper authorities. The Contractor shall bear any and all damages by reason of any delay in the work arising from his failure to comply with the provisions of his clause. Provided, however, that should any revision or amendments to such laws, ordinances, regulations and building codes made during the construction period affect the cost or time of completion of the contract, a corresponding adjustment shall be made.

## **ART 9 EQUIPMENT**

- 9.01 *QUALITY OF EQUIPMENT:*** In order to establish standards of quality, the Architect and the Engineer have in the detailed Specifications, referred to certain equipment by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.
- a. The Contractor shall furnish the complete list of proposed substitutions prior to the signing of the Contract, together with such engineering and catalog data as the Architect and the Engineer may require.
  - b. The Contractor shall abide by the Architect's and the Engineer's judgments when proposed substitute items of equipment are judged to be acceptable and shall furnish the specified item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor and not by individual trades or material suppliers. The Architect and the Engineer will approve or disapprove proposed substitutions in writing within a reasonable time. No substitute equipment shall be used unless approved in writing.
- 9.02 *EQUIPMENT APPROVAL DATA:*** The Contractor shall furnish three copies of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number, and general type.
- a. This submission shall be complied by the Contractor and approved by the Architect and the Engineer before any of the equipment is ordered.
  - b. Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.
  - c. After written approval, this submission shall become a part of the Contract, and may not be deviated from except upon written approval of the Architect and Engineer.
  - d. Catalog data for equipment approved does not in any case supersede the Contract Documents. The approval of the Architect and the Engineer shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing called their attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The

Contractor shall check the work described by the Catalog data with the Contract Documents for deviations and errors.

- e. It shall be the responsibility of the Contractor to insure that Items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final Installation shall suit the true intent and meaning of the Drawings and Specifications.
- f. Where equipment requiring different arrangement of connections from those shown is approved. It shall be the responsibility of the Contractor to install equipment to operate properly, and in harmony with the intent of the Drawing and Specifications, and to make all changes in the work required by the different arrangement of connections.

## **ART 10. MATERIALS, FIXTURES, APPLIANCE AND FITTINGS FURNISHED BY THE CONTRACTOR**

**10.01 *MANUFACTURERS AND DEALERS:*** Names of proposed manufacturers, material men, and dealers who are to furnish materials, fixtures, appliances or other fittings shall be submitted to the Architect for approval as early as possible, to afford proper investigation and checking.

- a. No manufacturer will approved for any materials to be furnished under this Contract unless he shall be of good reputation, shall have a plant of ample capacity and adequate quality control and shall have successfully produced similar products.
- b. All transactions with manufacturers, or sub-contractor, shall be through the Contractor.
- c. In asking for prices on materials, the Contractor shall provide manufacturer or dealer with complete information from specifications and Drawings, and shall inform manufacturer or dealer of all pertinent contract requirements.
- d. The manufacturer or dealer shall have the materials, equipment, fixtures, appliances or their fittings supplied by him properly coded or identified in accordance with the existing standards for same to indicate class grade or quality.

**10.02 *SAMPLES OF MATERIALS:*** The Contractor shall furnish for approval, with such promptness as to cause no delay in work, samples as specified or required. Work shall be in accordance with approved samples.

- a. Unless otherwise specified, three samples shall be submitted, and of adequate size to show quality, type, colour, range, finish, and texture if material.
- b. Each sample shall be labeled, bearing material name and quality, the Contractor's name, date project name, and other pertinent data.

- c. Where specifications require manufacturer's printed installation directions, such directions shall accompany samples submitted for approval.
- d. A letter of transmittal in triplicate from the Contractor requesting approval shall accompany all sets of samples.
- e. Transportation charges to the Architect's office must be prepaid on all samples forwarded.
- f. Materials shall not be ordered until approval is received in writing from the Architect. All materials shall be furnished substantially equal in every respect to approved samples.

**10.03 *TRADE NAME MATERIALS AND SUBSTITUTES:***

- a. Whenever item or class of material is specified exclusively by trade name, by manufacturer's name or by catalogue reference, only such item shall be used except as provided for in paragraph (b) hereof.
- b. No substitution shall be made for any material, article, or process required under Contract unless approved in written by the Architect.
- c. Materials and articles installed or used without such approval shall be at the risk of subsequent rejections.
- d. Samples of materials for use in reinforced concrete work such as steel bars cement, aggregates and their certificates of origin are to be approved by the Architect.

**10.04 *TESTING SAMPLES OF MATERIALS:*** The Contractor shall submit to the Architect as many samples as may be needed for purposes of testing. Testing of all samples shall comply with the Specifications and government standards and shall be performed by competent entity or testing laboratory approved by the Architect. All cost for shipment, delivery, handling, and testing of samples are to be paid by the Contractor.

**10.05 *QUALITY OF MATERIALS:*** Unless otherwise specified, all material shall be new. The quality of materials shall be the best grade of their respective kinds for the purpose. The work shall be performed in the best and most acceptable manner in strict accordance with the requirements of the Drawings and Specifications.

The decision of the Architect as to quality and quantity of work and material shall be final and precedent to the Contractor's right to receive any money hereunder.

**10.06 *STORAGE AND STOCKPILING OF MATERIALS:***

- a. The Contractor shall allot suitable space to sub-contractor for storage of their materials and for erection of their shed and tool houses.
- b. All cement, lime, and other materials affected by moisture shall be stored on platforms and protected from weather. Materials shall stored as to insure the preservation of their quality and fitness for the work. Stored materials shall be located so as to facilitate prompt inspection.

- c. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall do so at his own expense.

**10.07 DEFECTIVE MATERIALS:** All materials not conforming to the requirements of these specifications shall be considered as defective. No defective materials, the defects of which have subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to comply forthwith with any order of the Architect made pursuant to the provisions of this article, the architect shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any money due or to become due the Contractor.

- a. The apparent silence of the Specifications, Drawings, Special Provisions and supplementary Specifications, as to any detail or description concerning any point shall be regarded as meaning that only the best general practice is to prevail and that only materials and workmanship of first class quality are to be used.
- B, Failure or neglect on the Architect, or any of his agents to condemn or reject bad or inferior materials shall not be construed to imply an acceptance of the materials if said bad or inferior materials are discovered at any time prior to the final acceptance of the work by the Owner and the release of the Contractor.

**10.08 IMPORTED MATERIALS, FIXTURES AND EQUIPMENT:** The Contractor shall take cognizance of the in element of the Contract. He shall make early arrangements for the purchase and delivery of all specified imported materials, fixtures, appliances and equipment in order to avoid delay in the completion of the work.  
No extension of time or substitution of materials shall be allowed due to negligence or inadvertence of the Contractor.

#### **ART 11: MATERIALS, EQUIPMENT, FIXTURES, APPLIANCES AND FITTINGS FURNISHED BY THE OWNER**

Materials, equipment, fixtures, appliances and fittings specifically indicated shall be furnished by the Owner in accordance with schedule of delivery agreed upon between the Owner and the Contractor. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended and the Contractor may continue to use it until other directed. If the Contractor discovers any defect in material furnished by the Owner, he shall notify the Architect. The Contractor shall be responsible for material loss or damage after receipt of any material, equipment, fixture, and appliance or fitting unless the same has been installed and accepted for safe keeping by the Owner or his representative.

#### **ART 12: ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees on all patented materials and processes furnished by him. He shall defend all suits or claims corresponding thereto for infringement of any patent rights and shall save the owner harmless from loss on account thereof.

**ART 13: MANUFACTURER'S DIRECTIONS**

All manufactured articles, materials, equipment, appliances, fixtures and fittings shall be applied, installed, connected, erected, used, cleaned, and conditioned. In accordance with manufacturer's printed directions, unless herein specified to the contrary, where reference is made to manufacturer's directions. The Contractor shall submit specified number of copies of such directions to the Architect

**SECTION IV  
PREMISES AND TEMPORARY STRUCTURES**

**ART 14: USE OF PREMISES**

- 14.01 *LIMITATION OF USE:*** The Contractor shall confine his apparatus, the storage of materials, *and* the operations of his workmen to limits indicated by the law, ordinances, permits, or directions of the Architect and shall not unreasonably encumber the premises with his materials.
- 14.02 *SAFEGUARD FOR STRUCTURE:*** The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Architect's Instructions regarding signs, advertisements, fires and smoking.

**ART 15: TEMPORARY STRUCTURES AND FACILITIES**

- 15.01 *TEMPORARY OFFICE AND CONTRACTOR'S BUILDING:*** The Contractor shall at all times provide and maintain adequate weather tight temporary office with water, light, telephone, and toilet facilities for the use of the Architect, resident engineers, Inspectors, contractor, and sub-contractors. This office shall be provided with wooden floor raised above the ground, windows, doors and locks, tables, closet, blackboard, tack board, benches and racks for drawings. One room of approximately 12 square meters shall be provided for the Architect's use.
- 15.02 *TEMPORARY HOUSING FOR WORKERS:*** The temporary buildings for housing men, or the erection of tents or other forms of protection will be permitted only at such places as the owner or Architect shall designate: and the sanitary condition of the grounds I or about such structures shall at all times be maintained in a manner satisfactory to the owner and the Architect. Nobody shall be allowed to sleep or cook within the building line of the project under construction.
- 15.03 *TEMPORARY SANITARY FACILITIES AND FIRST AID STATION:*** The Contractor shall provide construct and maintain for the duration of the contract, ample sanitary toilet accommodation

and other necessary conveniences including water connections for the use of personnel and laborers on the work, properly secluded from public observation. In such manner and at such points as shall be approved by the Architect, and their use shall be strictly enforced. He shall keep such places clean and free from flies; remove all connections and appliances connected therewith prior to the completion of the contract and leave the premises perfectly clean.

- 15.04 *TEMPORARY BARRICADES AND GUARD LIGHTS:*** The Contractor shall furnish and put up all temporary barricades and guard light necessary for the, proper prosecution and completion of work. The guard lights at the top to the false work tower, barricades, railing, ET, shall be provided and maintained by the Contractor throughout the prosecution of the project.
- 15.05 *TEMPORARY WATER, POWER AND TELEPHONE FACILITIES:*** The Contractor shall make all necessary arrangements with the local utility companies in order that temporary facilities for water, power, and telephone are sufficiently provided till the completion of the work. All expenses incurred in connections therewith shall be paid by the Contractor
- 15.06 *TEMPORARY SIGNS:*** No signs advertisements will allowed to be displayed without the Architect's approval. The Contractor may erect one painted sign as approved by the Architect, giving names and addresses of the Architect. Contractor and various sub-contractors. The Architect shall approve size, colour, lettering, and sign locations.
- 15.07 *TEMPORARY ROADWAYS:*** The Contractor shall construct and properly maintain temporary roadways within and adjacent to site in order to provide proper access to the building. Temporary roadways shall adequately sustain loads to be carried on them and be so constructed as not to endanger existing or newly installed underground structures.
- 15.08 *TEMPORARY STAIRS, LADDERS, RAMPS, and RUNWAYS:*** The Contractor shall furnish and maintain all equipment such as temporary stairs, ladders, ramps, scaffolds, runways, derricks, chutes, and the like as required for proper execution of work by all trades. All such apparatus, equipment, and construction shall meet all requirements of Labor Law and other laws applicable thereto.
- 15.09 *TEMPORARY ELEVATORS AND HOISTS:*** The Contractor shall install and operate an adequate number of hoists and elevators. No hoists shall be constructed at such locations as will interfere with or affect construction of floor arches (or work of other Contractors). They may be located at exterior sides of structure and extend upward adjacent to line of window openings. They shall be located at a sufficient distance from exterior walls and be so protected as to prevent damage, staining or marring the permanent work.
- 15.10 *TEMPORARY ENCLOSURES:*** The Contractor shall provide temporary weather tight enclosure for all exterior openings as son as walls and roof are built so as to protect all work from. All exterior doors shall be equipped with self-closing hardware

and padlocks. All exterior windows shall be provided with temporary sash frames securely fastened in place but removable when required. Such sash frames shall be covered in approved manner.

- 15.11 TEMPORARY OR TRIAL USAGE:** Temporary or trial usage by the Owner of any mechanical device, machinery, apparatus, equipment, or any work or materials supplied under Contract before final completion and written acceptance by the Architect shall not be construed as evidence of the Architect's acceptance of same.

The Owner shall have privilege of such temporary or trial usage, for such reasonable length of time as the Architect shall deem to be proper. No claim for damage shall be made by the Contractor for injury to or breaking of any parts of such work which may be caused by weakness or inaccuracy of structural parts or by defective material or workmanship.

If the Contractor so elects, he may, at his own expense, place persons satisfactory to the Architect to make such trial usage.

- 15.12 REMOVAL OF TEMPORARY STRUCTURE:** The contractor shall remove all temporary work from premises, erected by him and shall clean the premises as a condition for completing the work and before acceptance of the work by the Owner.

## **Section V PROTECTION OF WORK AND PROPERTY**

### **ART. 16: PROTECTION OF WORK AND OWNER'S PROPERTY**

- 16.01 SAFEGUARD MEASURES:** The Contractor shall put up and continuously maintain adequate protection of all his work from damage and shall protect the Owner's property, as well as all materials furnished and delivered to him by the Owner. He shall make good any such damage, injury or loss, except such as may be caused by agents or employees of the Owner, or due to causes considered as Act of God.

a. The Contractor shall provide reliable and competent watchmen to guard the site and premises, from commencement of operation until building is fully completed. Provide all doorways with locks under control of the Contractor, who shall lock doors at the close of each day's work. In the event that the Architect at any time deems watchmen service inadequate or incompetent, the contractor shall increase or change the watchmen personnel to the Architect's satisfaction.

b. Smoking on premises shall be prohibited except in designated places and signs to this effect shall be posted conspicuously. Fires shall not be built on premises except by express consent of the Architect.

c. The Contractor shall provide and maintain barrels of water and fire buckets on premises for fire protection. Such equipment shall not be used for other purpose.



d. The Contractor shall provide and maintain in good working order and adequate number of fire extinguishers.

**16.02 OLD MATERIALS:** All old materials of value found the Contractor upon the work, shall be carefully piled where designated by Owner or the Architect and the Contractor shall be responsible for the same until final acceptance of the work.

**16.03 TREES AND OTHER PLANTS:** Existing trees, plants, shrub, etc., which are to remain shall be boxed and otherwise protected from damage. No trees within site or located outside building lines shall be cut or removed without specific approval from the Owner and the Architect.

a. all trees and other plants that need to be transplanted elsewhere within fifty(50) meters from the building lines shall be done by the contractor at his own expense in accordance with instructions from the Architect or from the authorities concerned.

b. undue damage to trees, plants, shrub, streets, sidewalks, etc., resulting from and in connection with construction work shall be made good and /or replaced b the Contractor his own expense to the satisfaction of the Owner and the architect.

**16.04 DRAINAGE:** If it is necessary in the prosecution of the work to interrupt or obstruct the natural flow of rivers or streams, the drainage of the surface, or flow of artificial drains, the Contractor shall provide for the same during the progress of the work in such a way that no damage shall result to either public or private interest. For any neglect to provide for other natural or artificial drainage which he may have interrupted, he shall solely be held liable for all damages which may result there from during the progress of work.

#### **ART 17: PROTECTION OF ADJACENT PROPERTY AND EXISTING UTILITIES**

**17.01 CONTRACTOR'S SOLE RESPONSIBILITY:** The contractor shall adequately protect adjacent property as provided by law and the contract Documents. The construction building or work, In addition to any neighboring property or building which may be manner, must be thoroughly and substantially braced against winds, floods, settling, falling, or like similar occurrences, and when necessary, covered and protected from sun and rain at the Contractor's expense. The Contractor shall solely be liable and pay for all damages occasioned in any manner by his acts or neglect, or of his agents, employees, or workmen.

**17.02 EXISTING UTILITIES:** Existing utilities, if damaged due to negligence or fault of the Contractor, shall be repaired by the Contractor at his expense.

#### **ART 18: PROTECTION OF LIFE, WORK AND PROPERTY DURING AN EMERGENCY**

**18.01 AUTHORIZATION OF CONTRACTOR:** In an emergency affecting safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from

the Architect or Owner, Is hereby permitted to act, at his discretion, to prevent such threatened loss or injury and he shall so act, at his discretion, to prevent such threatened loss or injury and he shall so act, without appeal, If so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement of arbitration.

**SECTION VI  
LABOR, WORK, AND PAYMENTS**

**ART. 19: LABOR**

**19.01 CHARACTER OR WORKMEN:** The Contractor shall employ only competent and efficient engineers, superintendents, foremen, mechanics, laborers, or artisans. Whenever, in the opinion of the Architect, any employee is careless or incompetent or obstructs the progress of the work or acts contrary to instructions or conducts himself improperly, the Contractor shall, upon written request of the Architect, discharge or otherwise remove him from work and not employ him again upon it.

Should the Contractor fail to remove unsatisfactory workmen or fail to furnish suitable and sufficient equipment or personnel for the proper prosecution of the work, the Architect may withhold payment which are or may become due, or may suspend the work until such orders are complied with.

**19.02. SUPERINTENDENCE AND SUPERVISION:** The Contractor, if supervises the work personally, must be a licensed engineer or architect acceptable to the Architect who will supervise the work personally and inspect at least once a week.

The Contractor shall keep in his project site, during the work's progress, a competent engineer or Superintendent and any necessary assistants, all satisfactory to the Architect.

The Project engineer or Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. He shall have full authority to execute the orders or directions of the Architect without delay and to prompt supply such materials, tools, paints, equipment, and labor as may be required.

**ART. 20: WORK**

**20.01 METHODS AND APPLIANCES:** The Contractor shall use such methods and appliances for the performance of all the operations connected with the work embraced under this Contract as will produce a satisfactory quality of work and rate of progress which, in the opinion of the Architect, will ensure the completion of the work within the contract time.

a. If, at any time before the commencement or during the progress of the work, such methods or appliances appear to the Architect to be inefficient or inappropriate for producing the quality of the work required, or insuring the required rate of progress, the Architect may order the Contractor to increase the rate of their efficiency or to improve their system of

operation. The Contractor must comply with such order. Failure, however, of the Architect to demand such increase of efficiency or improvement of character of methods and appliances shall not relieve the Contractor from his obligation to turn out such quality of work and rate of progress as are called for in t his contract.

b. The Contractor shall, if required, furnish to the Architect for approval full information and satisfactory evidence as to the name of the manufacturer of machinery, or mechanical or other equipment which he contemplates using together with the performance capacities and other pertinent information.

**20.02 *LAYING OUT THE WORK:*** The Contractor shall lay out the lines and grades of the work as per conditions set forth under Article 7.03 (Construction Stakes and Reference Mark) of the General Conditions.

All stakes benchmarks, etc., placed by the Contractor in laying out the work, approve by the Architect, shall be carefully guarded and preserved by the Contractor. In case such stakes or marks are displaced or rendered useless through the carelessness or neglect of the Contractor or of his agents, employees, or workmen, they should be replaced by the Contractor at his own expense.

**20.03 *INSPECTION OF WORK:*** The Owner, Architect and their representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

a. If the specifications, the Architect's Instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the Contractor shall give the Architect and other parties required to make the inspection, timely notice of its readiness for inspection, and the date fixed for such inspection. Inspections by the Architect shall be promptly made and were practicable, at the source of supply. If any work should be covered up without approval or consent of the Architect, it must, if required by the Architect, be uncovered for examination at the Contractor's expense.

b. Re-examination of questioned work may be ordered by the Architect and is so ordered; the work must be uncovered by the Contractor. If such work be found not in accordance with the Contract Documents, the Contractor shall pay the cost.

c. The Contractor shall furnish promptly without additional charge all reasonable facilities, labor, and materials necessary for the safe and convenient inspection and tests that may be required by the inspectors. All

inspection and tests shall be performed in such manner as not to unnecessarily delay the work.

- d. If there are indications that the work done are not in accordance with plans and specification, the Architect may at any time before final acceptance of the entire work make an examination of the work already completed. By removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any material respect due to fault of the Contractor, or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstructions. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and materials necessary involved in the examination and replacement plus 15 percent, shall be allowed the Contractor and shall in addition, if completion o the work has been delayed hereby, be granted a suitable extension of time on account of the additional work involved.

**20.04 *DEFECTIVE WORK:*** Defective work may be condemned by the Architect at any time before the final acceptance of the work, and when such work has been condemned it shall be taken out immediately by the Contractor and rebuilt in accordance with the Drawings and Specifications. Failure or neglect on the part of the Architect or any of his agents to condemn or reject bad or inferior work, shall not be construed to imply an acceptance of the work of the same if such bad or inferior work is discovered at any time prior to the final acceptance of the work by the Owner and the release of the Contractor.

**20.05 *WORK DURING EMERGENCY:*** The Contractor shall perform any work and shall furnish and install all materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Architect and the Engineer of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to properly protect both life and property.

**20.06 *INCREASED OR DECREASED QUANTITIES OF WORK:*** Adjustments of Drawings to suit field conditions which cannot be foreseen at the time of calling for bids may be necessary during construction. It is the essence of the Contract to recognize such changes in Drawings as constituting a normal and expected margin of adjustment, and not involving nor permitting change or modification of Contract Prices, provided only, that resulting overruns or under runs from the quantities in the Proposal do not exceed five percent. In case of discrepancy, the matter shall be submitted immediately to the

**Architect, before any adjustment shall be made by the Contractor, otherwise it shall be at his own risk and expense.**

**20.07 *CHANGES IN THE WORK***

- a. CHANGED ORDERED BY OWNER:** The Owner may at any time, without invalidating the Contract and without notice to the sureties, order extra work or make changes by altering, adding to or deducing from the work, as covered by the Drawings and Specifications of this Contract and within the general scope thereof. Such changes shall be ordered by the Owner in writing, and no change or omission from the Drawings and Specifications shall be considered to have been authorized without written instructions signed by the Owner.
- b. CHANGE OF SUB-SURFACE CONDITIONS:** If, during the progress of the work, sub-surface conditions at the site materially different from those shown on the Drawings or indicated in the Specifications are discovered or encountered, the attention of the Architect shall be called immediately to such conditions before they are disturbed. The Architect shall thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Drawings or indicated in the Specifications, he shall at once, with the approval of the Owner, make such changes I the Drawings and Specifications as he may find necessary.
- c. ADJUSTMENTS OF CONTRACT:** All such work shall be executed under the conditions of the original contract. If such changes cause an increase or decrease in the amount due under this Contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified I writing accordingly. The express consent of the sureties shall be obtained in writing. In the event that the work involved is increased y such changes, the Contractor shall furnish proportionate additional performance bond.
- d. VALUE OF EXTRA WORK:** The value of extra work or change shall be determined in any one or more of the following ways:
  - 1) By estimate and acceptance in a lump sum**
  - 2) By unit price stipulated I the Contract or subsequently agreed upon, provided the extra or credit does not exceed 25% of**

**original contract of the particular work involved.**

- 3) By actual direct cost plus Fifteen Percent for contractor's profit, overhead and contractor's tax.**

**Under case (3), he shall keep and present such formats the Architect may direct, a correct account of the cost, together with vouchers. In any case, the Architect shall certify to the amount including the Fifteen Percent allowance for overhead and profit due the Contractor.**

- e. PERIOD OF WHICH CLAIM FOR ADJUSTMENT HAS TO BE ASSERTED: Any claim for adjustment involving questions of fact must be asserted fifteen days from the date of charge is ordered unless the Architect shall for proper cause extend such time. Except as otherwise specifically provided in this Contract, all disputes concerning questions of act arising under this Contract shall be decided by the Architect or his duly authorized representative. Nothing, however, as provided for in Article 20.07 shall excuse the Contractor for proceeding with the prosecution of the work so changed.**
- f. CHANGES ORDERED BY THE ARCHITECT: In giving instructions, the Architect shall have the authority to make minor changes in the work, not involving extra cost, and not inconsistent with the design concept of the building.**
- g. AWARD OF EXTRA WORK TO OTHER CONTRACTORS: Incase any extra work shall be required in the proper performance of the work contemplated under this Contract, it is understood that if the Contractor and the Owner fail to arrive at any agreement as to the price of such extra work, the Owner reserves the right to have such extra work done by any other person, firm, or corporation that said Contractor.**

**20.08 CLAIMS FOR EXTRA COST: I f the Contractor claims that any Instructions by drawing or otherwise involve extra cost under this Contract, he shall give the Architect written notice thereof within fifteen days after the receipt of such instruction, and, in any event, before proceeding to execute the work, except I emergency endangering life or property, and the procedure**

shall be as provided for in Article 20.05 (Work During an Emergency) of the General Conditions. No such claim shall be valid unless so made.

In like manner, if the Contractor incurs a delay in the mobilization and/or in the progress of his work for reasons attributable to the Owner, e.g., Owner-supplied materials not arriving on time, movements or work executed by the Owner which interfere with the progress of the Contractor's work, delay decisions and other matters related thereto, he shall give the Architect written notice thereof within fifteen days after recognition of such delays. No such claim shall be valid unless such written notice has been executed.

**20.09 CLEANUP AT COMPLETION OF WORK:** The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. At the completion of the work, he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and turn over the work for occupancy with:

- a. All dirt, stains and the like on all finishing of floors, walls and ceiling, decorative work, finishing hardware and fixtures, removed;
- b. All woodwork, finishing hardware and all metal works, cleaned and polished.
- c. All glazing marble and tile work washed and polished. The Contractor shall so clean the building site as shown in the Drawings and all areas which the Contractor used in the operation of the project.

At no time shall any rubbish be thrown from windows or other parts of the building without the use of rubbish chutes.

**20.10 USE OF COMPLETED PORTIONS OF WORK:** The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

Neither shall it be deemed a waiver by the Owner of the rights to claim for damages due to delays in the completion of the work. If such prior use increase the cost of or delays the completion of uncompleted work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as agreed upon prior to the occupancy.

**20.11 CERTIFICATE OF COMPLETION OF WORK:** Upon due notice from the Contractor that he has substantially completed the work; the Architect shall make an inspection of the project.

Substantial completion shall mean that the value of the work completed shall not be less than 98% of the contract amount and that the remaining unfinished work shall be of a minor nature only. If the contract covers the furnishing and/or installation of equipment, fixtures and utilities, said equipment, fixtures and utilities, shall be fully tested and test-run in order that the work can be considered as substantially complete. However, should the Contractor, through no fault of his, be unable to test run in order that the work can be considered as substantially completed. However, should the Contractor, through no fault of his be unable to test run the equipment at the time of substantial completion, he shall be given the necessary time extension for that portion of the work. As soon as, in the opinion of the Architect, the work shall have been substantially completed and shall have satisfactorily passed any final test of materials that may be prescribed by the Contract, the Architect shall issue a Certificate of Completion in respect to the work. Even before the completion other whole work, upon written application of the Contractor, the Architect may likewise issue such a Certificate of Completion with respect to any substantial part of the work which has been completed to the satisfaction of the Architect and occupied or used by the Owner.

In all cases, prior to the issue of said Certificate of Completion, the Contractor shall execute a written undertaking to finish any outstanding work during the Period off making Good of Known Defects or Faults as defined in Article 20.12 hereof.

**20.12 PERIOD OF MAKING GOOD OF KNOWN DEFECTS OR FAULTS:**

The expression "Period of Making Good off Known Defects or Faults" shall mean a period of not more than sixty calendar days, unless otherwise expressly named in the contract, calculated from the date of issue of the Certificate of Completion of the whole work or of any part thereof, in accordance with Article 20.11.

**20.13 MAKING GOOD OF KNOWN DEFECTS OR FAULTS :** The

Contractor shall execute at his own expense all work necessary for making good of known defect, Imperfections or faults ( fair, wear and tear expected) within fifteen days after its expiration as a result of an inspection made by or on behalf or the Architect prior to its expiration.

If, in the opinion of the Architect, the defect or fault is due to the owner or Owner's representative, the value of such work shall be ascertained and paid for as it were additional work. If the Contractor shall fail to do any work as aforesaid, the Owner shall upon written notice to the contractor be entitled o carry out such work u his own workmen or but other contractors, and if such work which the contractor should have carried out is at the Contractor's cost, the Owner shall be entitled to recover from the Contractor the cost thereof, or may deduct the same from any monies due or may become due to the Contractor.

**20.14 SEARCH FOR CAUSES OF DEFECTS OR FAULTS:** The

Contractor shall, if required by the Architect in writing, search for the cause of any defect, imperfection or fault under the



directions of the Architect. Unless such defect, imperfection or fault shall be one for which the Contractor is not liable under the Contract, the cost of the work is carried out by the Contractor in searching for said defect shall be borne by the Owner. But if such defect, imperfection, or fault shall be one for which the Contractor is liable, the costs of the work carried out in searching said defects shall be borne by the contractor and he shall in such case, repair, rectify and make good such defect, imperfection or fault at his own expense, in accordance with the provisions of Article 20.13 hereof.

## **ART. 21 TIME OF COMPLETION OF WORK**

- 21.01 NOTICE TO PROCEED:** Following the execution of the Contract Agreement but the Owner, written Notice to Proceed with the work shall be given to the contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly, thereafter (unless otherwise directed in writing by the owner) with such force as to secure the completion of the work within the time stated in the contract. If the Contractor undertakes actual construction on the proposed work including the delivery of equipment or materials (In the case for furnishing materials) or the performance of any other kind of work whatsoever, before he receives a copy of the duly executed Contract or Notice to Proceed, he does so in his own risk,
- 21.02** The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Contract. Computation of Contract Time shall commence on the seventh (7<sup>th</sup>) day from receipt of Notice to proceed, unless otherwise stipulated in the contract, and every calendar following, shall be counted as a working day.
- 21.03 SCHEDULE OF COMPLETION:** The Contractor shall submit, for approval, the Schedule of Construction Work in Critical Path Method form or any other form acceptable to the Architect indicating the approximate date each item will be started and completed, the equipment to be used and number of men to be employed to complete it, in accordance with his schedule. The progress of the work shall be at a rate sufficient to complete the Contract in an acceptable manner within the period of time specified. If it appears that the rate of progress is such that the Contract will not be completed within the time limit, the Architect may order the Contractor to take such steps as he considers necessary to complete the Contract within the period provided.
- 21.04 EXTENSION OF TIME:** The Contractor will be allowed an extension of time based on the following conditions:
- a. Should the Contractor be obstructed or delayed in the prosecution or completion of the work by the act, neglect, delay, or default the owner or any contractor employed by the Owner on the work; by strikes or lockouts, by and Act of God or Force Majeure as defined in Article 1.26; by delay authorized by

**the Architect pending arbitration; then the Contractor shall within fifteen (15) days from the occurrence of such delay file the necessary request for extension. The Architect may grant the request for extension for such period of time as he considers reasonable.**

**However, no such extension of time shall be granted for any alleged failure of the Owner to furnish materials or information unless they be required in the proper prosecution of the work in the order prescribed by the Architect and unless the Contractor shall have made written request for them at ten (10) days before they are actually needed.**

**b. The WRITTEN CONSENT OF THE BONDSMEN must be attached to any request of the Contractor for an extension of time and submitted to the Owner for consideration.**

**c. If the satisfactory fulfillment of the Contract shall require the performance of work in greater quantities than those set forth in the Contract, the time allowed for performance shall be increased in the same ratio that the total cost of work actually performed shall be the total cost in Contract. However, if in the opinion of the Architect, the nature of the increased work is such that the new Contract Time as computed approve is unreasonably short, the time allowance for any extension and increases shall be as agreed upon writing.**

**d. If no schedule or agreement stating the dates upon which drawing shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and unless such claim be reasonable.**

**e. If the work is interrupted for any reason, it must be promptly resumed on the removal or cessation of the cause of delay.**

**f. The Contractor shall give written notice to the Architect at least ten (10) days prior to beginning, suspending (Except in case of accident), or resuming the work to the end that the Architect may make the necessary preparations for inspection without delaying the work. All delays or losses resulting from failure of the Contractor to give such notice will be at the Contractor's risk; and all extra costs to the Owner for such delay (said costs to be determined by the Architect) shall be deducted from the Final Payment.**

**21.05 LIQUIDATED DAMAGES: It is understood that time is an essential feature of this contract and that upon failure to complete the said contract within the contract time, the Contractor shall be required to pay the Owner the liquidated damages in the amount stipulated in the Contract Agreement, the said payment to be made as liquidated damages, and not by way of penalty. The Owner may deduct from any sum due or to become due the Contractor any sums accruing for liquidated damages as herein stated. For purposes of calculating, the**

actual completion date shall be the date certified by the Architect under Article 20.11 hereof.

## **ART. 22 PAYMENTS**

- 22.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT:** Except in cases where unit prices from the basis for payment under the Contract the Contractor shall, within fifteen (15) days from the receipt of Notice to Proceed, submit a complete Breakdown of Work and Corresponding value of the Contract Amount showing the value assigned to each part of work, including the allowance for profit and overhead. Upon approval of the Breakdown of Work and Corresponding Value by the Architect, it shall be used as the basis for all Requests for Payment.
- 22.02 REQUEST FOR PAYMENTS:** the Contractor may submit periodically but not more than once each month a Request of Payment for work done. The Contractor shall furnish the Architect all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Each Request for Payment shall be computed from the work completed on all items listed in the Breakdown of Work and Corresponding Value, less the 10% retention unless otherwise agreed upon and less previous payments. When 50% of the Contract has been accomplished, no further retention shall be made on the balance of the Contract.
- a. In general, no payment shall be made for materials or items not incorporated in the work. However, exception to this condition may be made in the case of materials or items which may require immediate acquisition and compensation due to shortages or import or transportation difficulties. In the event of such exceptions, payment shall be conditioned upon the submission by the Contractor of bills of sale or such other procedures as will establish the Owner's title to such material or item or otherwise adequately protect the Owner's Interest.
- 22.03 PROGRESS PHOTOGRAPHS TO ACCOMPANY REQUEST FOR PAYMENT:** The Contractor at his own expense shall furnish the Architect progress photographs which shall be taken monthly, starting when the work begins and continuing so long as the work is in progress in the outside of the building, from station points designated by the Architect.
- a. The photographs shall be 6"x8". At each period four exposures shall be taken, one on each side of the building. Eight (8) prints dull finish, (2 copies for each exposure) shall be delivered to the Architect and all negatives shall bear the date of exposure and name of the work.
- b. No partial payment shall be considered for approval without the above mentioned prints accompanying the Request for Payment.

**22.04 ARCHITECT'S ACTION ON A REQUEST FOR PAYMENT:** Within fifteen days after receipt of any Request for Payment by the Contractor, the Architect shall either issue a Certificate of Payment or withhold the Request of Payment. When the Architect decides to withhold the Request for Payment, he shall inform the contractor in writing the reasons for withholding it. If the Contractor and Architect cannot agree on a revised amount, the Architect will issue a certificate of payment for the amount for which he is able to make representations to the owner.

The Certificate of Payment shall include the value of work accomplished by the Contractor during the period covered by the certificate and recommendation to the Owner for payment in an amount the Architect decides to be properly due.

**22.05 APPROVAL WITHHELD:** The Architect may recommend withholding of payment in whole or in part on any approved Request for Payment on account of any of the following reasons:

- a. Defective work not remedied
- b. Claims filed or reasonable evidence indicating probable filing of claims
- c. Failure of the Contractor to make payments properly sub-contractors or for material or labor.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to another contractor,

When the above grounds are removed, payment shall be made for amounts withheld.

**22.06 CONDITIONS RELATIVE TO CERTIFICATES OF PAYMENTS:**

- a. The Architect shall estimate the value of work accomplished by the Contractor using as a basis the schedule stipulated in the breakdown of work and corresponding value. Such estimates of the Architect shall be final and conclusive evidence of the amount of work performed, and shall be taken as the basis for the full measure of compensation to be received at the time by the Contractor. Such Preliminary estimates of amount and quantity shall not be required to be made by strict measurement or with exactness, but they may, at the option of the Architect, be approximate only.

**22.07 OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT OR CERTIFICATE OF PAYMENTS:** Within fifteen days from the date of approval of a Request for Payment or of issuance of a Certificate of Payment by the Architect, the Owner shall pay the amount as certified by the Architect or pay such other amount as he shall decide is due the Contractor, informing the Contractor and the Architect in writing of his reasons for paying the amended amount.

**Owner's failure to pay the amount involved would be subject to payment based on banking loan rates prevailing at the time of the signing of the contracts**

- 22.08 PAYMENT OF CONTRACTOR'S OBLIGATIONS:** the Contractor shall pay workmen employed by him on his project such rates as are provided by existing laws. He shall also pay promptly all materials and equipment used by him on his project, and all taxes due from him. He shall remit as required by law all amount withheld from the salaries or wages of his employees or workmen.

If required he shall furnish the Owner with a statement sworn to before an officer duly authorized to administer oath that all persons who have done work or furnished materials under this Contract have been duly paid. If such written evidence is not furnished before the final payment in under the Contract falls due, said Owner may after due notice to and clearance by the Contractor pay such lawful claims in whole or in part to any person, firm, or corporation claiming the same, and charge the amount thus paid to said Contractor, who will accept the same as payment from the amount due on the Contract.

- 22.09 PAYMENTS OVER 65 PERCENT:** No payment shall be made on contracts in excess sixty five percent (65%) of the Contract Price, unless a statement sworn before an officer duly authorized to administer oath is submitted by the Contractor to the effect that the bills for labor other than current wages, and all bills for materials have been duly paid by the Contractor and his Sub-contractor, if any, excepting only such bills as may be enumerated in such sworn statement. Provided however, that should such sworn statement turn out false, the Owner and the work cover whereby shall not be liable for any claim or lien arising from the failure to pay and other causes, provided for in this clause the Contractor does hereby bind itself society answerable for any such lien should the same arise.

- 22.10 CORRECTION OF WORK BEFORE FINAL PAYMENT:** The Contractor shall promptly remove the premises all work condemned by the Architect as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the owner and shall bear the expenses of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten days time thereafter, the Owner may, upon ten days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof,

after deducting all the costs and expenses that should have been borne by the Contractor.

**20.11 OTHER REQUIREMENTS BEFORE FINAL PAYMENT: The Contractor shall submit (aside from those provided in the Contract Document) the following before the final payment if made.**

- a. Certificate of Final Building Occupancy unless such certificate cannot be obtained through no fault of the Contractor
- b. Certificate of Final Inspection of electrical, telephone, sanitary, mechanical, gas, safety and other utilities unless such certificate cannot be obtained through fault no Contractor.
- c. Original and three (3) sets of prints of "As-Built Drawings" if electrical, sanitary, gas, telephone and mechanical works, if such works are within the scope of the contract "As-Built Drawings" are the working drawings showing the system and actual locations of outlets, fixtures, services, and equipment that were installed.
- d. Three (3) copies of Directory of Panel Boards and list of circuits
- e. Three (3) copies of instructions and manual for operating and maintaining of fixtures and equipment.
- f. Three (3) copies of keying Schedule
- g. Guarantee bond equivalent to 30% of the Contract Price covering a period of one year after the final acceptance of the work which guarantees the quality if the contract works and materials installed. The Guaranteed bond shall be in the form of securities as approved by the Owner, The Guarantee Bond will be required only if the Owner, upon acceptance of the building, releases to the Contractor the Performance Bond and Payment Bond.

**20.12 ACCEPTANCE AND FINAL PAYMENT: Whenever this Contract, in the opinion of the Architect, shall be completely performed on the part of the Contractor, the Architect shall proceed to verify the work, shall make the final estimates, shall certify as to the completion of the work, and accept the same.**

- a. The Owner shall then, excepting for causes herein specified, pay to the Contractor promptly, after the execution of said certificate, the remainder which shall be bound due, excepting there from such sum or sums as may be lawfully retained under any of the provision of this Contract PROVIDED THAT FINAL PAYMENT ON THE CONTRACT SHALL NOT BE MADE UNTIL THE CONTRACTOR HAS SUBMITTED A STATEMENT SWORN TO BEFORE AN OFFICER DULY AUTHORIZED TO ADMINISTER OATH, SHOWING THAT ALL TAZES DUE FROM HIM, AND ALL OBLIGATIONS FOR MATERIALS USED AND LABOR EMPLOYED IN CONNECTION WITH THIS CONTRACT HAVE BEEN DULY PAID; AND PROVIDED, FURTHER that nothing here in contained shall be construed to waive the right of the Architect hereby reserved to reject the whole or any portion of the

aforesaid work, should the same be found to have been constructed in violation of the drawings and specifications or of any of the conditions or covenants of this Contract within the guarantee period.

- b. The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor

#### **22.13 CORRECTION OF WORK AFTER FINAL PAYMENT**

- a. Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of acceptance of work.
- b. Neither the foregoing nor any provision in the contract documents, nor any special guarantee limit, shall be held to limit the Contractor's liability for defects and damages and the right of the Owner under the provisions of the New Civil Code, and all laws, regulations and ordinance applicable to the plans and construction of the building.
- c. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Architect whose decision shall be subject to arbitration.

- 22.14. **RELEASE OF RETENTION:** the amount retained by the Owner under the provision of the contract shall be released within three months after the date of final payment.

### **SECTION VII CONTRACTOR-SEPARATE CONTRACTORS- SUB-CONTRACTORS RELATIONS**

#### **ART 23: SEPARATE CONTRACTS TO OTHER CONTRACTORS**

- 23.01: ***OWNERS RIGHT TO LET OTHER CONTRACTS:*** The Owner reserves the right to let other contracts in connection with this work.

#### **ART 24: RELATIONS CONTRACTOR-SEPARATE CONTRACTORS**

- 24.01: ***STORAGE OF MATERIALS AND WORK COORDINATION:*** The Contractor under this Contract shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs so as to minimize interferences or obstruction in the progress of the work.

- 24.02: ***CUTTING, PATCHING AND DIGGING:*** The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together

property and fit it to receive or be received by work of other contractors shown upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and he shall make good after them as the Architect may direct.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

The Contractor shall not endanger any work by cutting, digging or otherwise and shall not cut or alter the work of any other contractor save with the consent to the Architect.

**24.03**        ***DEFECTIVE WORK BY SEPARATE CONTRACTORS:*** If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor shall inspect and promptly report to the Architect any defect in such work that renders it unsuitable for such proper execution and result. His failure to inspect and report shall constitute an acceptance of the other contractors work as fit and proper for the reception of his work, except as to defect which may develop in the other contractor's work after the execution of his work.

To insure the proper execution of his subsequent work the contractor shall verify work already in place and shall at once report to the Architect any discrepancy between the executed work and drawings.

**24.04**        ***DAMAGE CAUSED BY CONTRACTOR TO SEPARATE CONTRACTORS:*** Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement or arbitration and to relieve the Owner of any liability which may arise there from.

## **ART 25:        SUB-CONTRACTS**

**25.01**        ***GENERAL:*** It is understood and agreed that the entire work called for by this Contract shall not be sublet or sub-contracted. However, any part thereof or any specialty work therein, may be sublet or sub-contracted. Subject to the provision of Article 25.02. Nothing contained in the Contract Documents shall create any contractual relation between any sub-contractor and the Owner.

**25.02**        ***COMPETECY OF SUB-CONTRACTOR:*** At least fifteen (15) days prior to the date of bidding, the Contractor shall seek the Architects clarification as to the particular areas or parts of the work for which the competence of the sub-contractor shall be subject to evaluation by the Architect. Immediately thereafter, the Contractor shall submit to the Architect a list of his prospective sub-contractors for approval.



**25.3 CONTRACTOR'S RESPONSIBILITY:** The Contractor agrees that he is as fully responsible to the Owner for the acts and omission of his sub-contractors and the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

**ACT 26: CONTRACTOR-SUB-CONTRACTORS RELATIONS**

**26.01: THE CONTRACTOR AGREES:**

- a. To be bound to the Sub-contractor by all the obligations that the Owner assumes to the Contractor under the Agreement, General Conditions, the Drawings and Specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.
- b. To pay the Sub-contractor, upon the payment of certificates if issued under the schedule of values described in Article 22 (payments) of the General Conditions, the amount allowed to the Contractor on account of sub-contractor's work to the extent of the Sub-contractors interest therein.
- c. To pay the Sub-contractor, to such extent as may be provided by the Contract Documents or sub-contract.
- d. To pay the Sub-contractor on demand for his work or materials as far as executed and fixed in place less the retained percentage, at the time the certificate should be issued, even though the Architect fails to issue it for any cause not the fault of the Sub-contractor.
- e. To pay the Sub-contractor adjust share of any fire insurance money received by him, the Contractor, under Article 31 (Contractor's Insurance and Bonds) of the General Conditions.
- f. To make no demand to the Sub-contractor for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the sub-contract.
- g. To give the Sub-contractor an opportunity to be present and to submit evidence in any arbitration involving his rights.

**26.02 THE SUB-CONTRACTOR AGREES:**

- a. To be bound to the Contractor by the Terms of Agreement, General Conditions of the Contract, the Drawings and Specifications, and to assume toward him all the obligations and responsibility that he, by those documents, assumes toward the Owner.
- b. To submit to the Contractor application for payment in such reasonable time as to enable the Contractor to apply for payment under article 22 (Payments) of the general Conditions.
- c. To make all claims for extras, for extensions of time and for damages for delays or otherwise, to the Contractor in the manner provided in the General Conditions of the Contract for like claims by the

**Contractor upon the Owner, except that the time for making claims for extra cost is one week.**

- 26.03        *THE CONTRACTOR AND THE SUB-CONTRACTOR AGREE THAT:*** In the matter arbitration, their rights and obligations and all procedure shall be analogous to those set forth in the contract; provided, however that a decision by the Architect shall not be a condition precedent to arbitration.

## **SECTION VII SUSPENSION OF WORK AND TERMINATION OF CONTRACT**

### **ART 27:        CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT**

**The contractor may suspend work or terminate contract upon fifteen (15) days' written notice to the owner and the Architect for any of the following reasons:**

- a. If an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the contractor or his employees.**
- b. If the Architect should fail to act upon any Request for payment within (15) days after it is presented in accordance with the general Conditions of the Contract.**
- c. If the owner should fail to act upon any request for payment or certificate of payment within (15) days after its certification by the Architect.**
- d. If the Owner should fail to pay the contractor any sum within (30) days after its award by arbitration.**

**If the Contractor is compelled you suspend work due to hardships or difficulties under b, c, and d above, then the contract sum shall be increased by the amount of the contractor's reasonable costs of shutdown delay and start up, which shall be effected by appropriate change order.**

### **ART 28:        OWNER'S RIGHT TO TERMINATE CONTRACT**

**The Owner, upon the certificate of the Architect that sufficient cause exists to justify his action, may without prejudice to any other right or remedy and after giving the Contractor and his surety if any, fifteen (15) days' written notice, terminate the contract with the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish work by whatever method he may, deem expedient. Sufficient cause to justify termination of the contract shall deem to exist whenever the Contractor does any of the following:**

- a. Declare bankruptcy become insolvent or assign his assets for the benefit of his creditors.**

- b. Disregard or violate provisions of the Contract Documents or Architect's Instructions, or fail to prosecute the work according to the agreed schedule of Completion, Including extensions thereof.**
- c. Fail to provide a qualified superintendent, competent workmen or sub-contractors, or proper materials.**
- d. fail to make prompt payment to sub-contractors, workmen or material dealers.**

**ART 29: OWNER'S RIGHT TO PROCEED WORK AFTER TAKEOVER  
FROM CONTRACTOR**

**29.01 USE OF MATERIALS AND EQUIPMENT AT SITE: The Contractor, upon receiving notice of the termination of contract, shall vacate possession and deliver the said work, or the parts thereof specified in said notice, peaceable to the owner. All materials, plant, appliances and other essential equipment as may be needed by the construction of the project shall, at the option of the Architect, remain on the work until completed, at such rental as may be considered reasonable.**

**In case such materials and/or equipment do not belong to the contractor, then the Architect shall have the option to retain them for use in the project at the cost of the failing Contractor, or pay reasonable rent for the use, chargeable against the Contractor.**

**29.02 OWNER TO COMPLETE WORK: The Owner shall then take over the work and proceed to complete the same by administration or otherwise, and use such tools, appliances and materials of every description as may be found upon the line of said work, or at point where materials are built or framed for the work and also procure such other tools and materials for the completion of the work as may be required.**

**29.03 EVALUATION OF COST OF WORK: It is agreed and understood that, upon such termination of this Contract, the Architect will ascertain and fix the value of the work completed by the Conductor and not paid for by the owner and of all usable materials on the line of the work taken over by the Owner at the time of said termination.**

- a. In the event that the total expenditures of the Owner on completion of the work, Including all charges against the project prior to termination of the contract and compensation for additional architectural managerial and administrative services, are not in excess of the Contract Price, then the difference between the said total expenditures of the Owner and the Contract price may be applied to settle claims filed, and the balance, If any, may be paid to the Contractor.**

- b. No amount in excess of the combined value of the unpaid completed work, retained percentage and usable materials taken over by the Owner at the time of the Termination of the Contract shall be paid, nor shall any claim for prospective profits on the work done after termination of the Contract be considered or allowed.**
- c. In case of suspension of work, all unpaid work executed including expenses incurred during suspension shall be evaluated by the architect and charged to the owner.**

**29.04 OWNER'S RIGHT TO RECOVER LIQUIDATED DAMAGES:**

**Neither the taking over by the Owner of the work for completion by administration nor the re-letting of the same to another Contractor shall be construed as a waiver of the Owner's rights to recover damages against the original Contractor and/or his sureties for the failure to complete the work as stipulated.**

**In such case, the full extent of the damages for which the Contractor and/or his sureties shall be liable shall be:**

- a. The total daily liquidated damages up to and including the day immediately before the date the Owner effectively takes over the work.**
- b. The excess cost incurred by the Owner in the completion of the project over the Contract Price. This excess cost includes cost of architectural managerial and administrative services, supervision and inspection from the time the owner effectively took over the work by administration or by re-letting same.**

**SECTION IX  
RESPONSIBILITIES AND LIABILITIES OF CONTRACTOR AND OF  
OWNER**

**ART 30: CONTRACTOR'S RESPONSIBILITY FOR ACCIDENTS AND  
DAMAGE**

**30.01 SAFEGUARDS TO BE UNDERTAKEN BY CONTRACTOR: The Contractor shall take all necessary precautions for the safety of employees and workmen on the work, and the comply with all applicable provisions of city, municipal and national safety laws and building codes and all government rules and regulations, to prevent injury to persons on about or adjacent to the premises where work being performed. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, such barriers, shoring, supports, braces lights, danger signs and**

necessary safeguards, as will protect workmen and the public and as well effectually prevent any accident and damage to property in consequence of his work.

**30.02 CONTRACTOR'S RESPONSIBILITY:** The owner shall not be responsible for the death of disease contracted, or injury received by the Contractor or any employee or laborers of the Contractor; for the contractor's plant or materials, for any damage done by or to them from any source or cause; and damages caused by the Contractor or his employees to any property of the Owner and adjoining property. All damages shall be the responsibility of the Contractor

**30.03 INDEMNITY:** The Contractor shall indemnify and save harmless the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgment of every nature and description brought or recovered against him, by reason of any act or omission of said Contractor, his agents or employees, in the execution of the work or the guarding of it.

Claims for payment and repairs for damages shall be settled by the Contractor at his own expense and to the satisfaction of the Architect and the parties concerned. In the event of failure of the Contractor to repair at once such damages, and pay other claims, the owner may repair the same and pay the claims, and deduct the entire cost of such repairs and claims from the payments due the contractor.

#### **ART 31: CONTRACTOR'S INSURANCE AND BONDS**

**31.01 CONTRACTOR'S LIABILITY INSURANCE:** The Contractor shall secure and maintain such Insurance from an Insurance company acceptable to the Owner as will protect himself, his sub-contractors, and the Owner from claims for bodily Injury, death or property damage which may arise from operations under his Contract. The Contractor shall not commence work under his Contract until he has obtained all insurance required under this section and shall have filed the certificate of Insurance or the certified copy of the insurance policy with the Owner. Such insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without ten (10) days' written notice to the Owner of intention to cancel. The amounts of such shall be as agreed-upon.

**31.02 CONTRACTOR'S FIRE INSURANCE:** In addition to such fire insurance as the Contractor elects to carry for his work protection, he shall secure and maintain in the name of the Owner policies upon such structures and materials and in such amount as shall be designated. These policies shall be secured from a company which is satisfactory to the Owner and delivered to the Owner.

**31.03 CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS:** The Contractor, prior to signing the Contract, shall furnish a Performance Bond equal to 15% of the Contract amount for the faithful performance of his work and 15% Payment Bond covering payments and obligations arising from his Contract. Such bonds shall be in the forms of sureties as approved by the Owner. Such bonds shall remain in effect until replaced by the Contractor's Guarantee Bond.

**31.04 CONTRACTOR'S GUARANTEE BOND:** The performance and Payment Bonds will be released by the Owner after the expiration of two (2) months from the final acceptance of the work and only after the Contractor has furnished the Owner, a Guarantee Bond In the amount of 30% of the total Contract cost. The Guarantee Bond shall be for a period of one (1) year commencing from the date of acceptance as a guarantee that all materials and workmanship installed under Contract are of good quality.

**31.05 CONTRACTOR'S GUARANTY-WARRANTY**

- a. The Contractor shall, in case of work performed by his sub-contractors and where guarantees are required, secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
- b. The Contractor shall and thereby warrants all work performed by him directly and for which guarantee are required.
- c. The Contractor shall and thereby warrants and/or guarantees for a period of one year, or for longer periods where so provided in Specifications, as evidenced by date of final certificate Issued by the Architect, all materials and workmanship Installed under Contract to be of good quality in every respect and to remain so for periods described herein.
- d. Should any defects develop in aforesaid work, within the specified-periods, due to faults in material and/or workmanship, the Contractor thereby agrees to make all repairs and do all necessary work to correct defective work to the Architect's satisfaction. Such repairs and corrective works shall be done without cost to the Owner and at entire cost and expense of the Contractor within five (5) days after written notice to the Contractor by the Owner.
- e. In case the Contractor fails to do the work, so ordered, the owner may have the work done and change the cost thereof against monies retained as provided for in the Agreement and, if said retained monies shall be insufficient to pay such cost, or if no money is available, the Contractor and his sureties agree to pay to the Owner the cost of such work.
- f. The entire foregoing are without prejudice to the right of the Owner under the new Civil Code, and other laws now or hereafter that may be applicable.

**ART 32: OWNER'S RESPONSIBILITIES AND LIABILITIES**

**32.01 PROTECTION OF EMPLOYEES AND PROFESSIONALS PERFORMING SERVICES FOR THE OWNER:** The Owner shall be responsible for and shall maintain such insurance as will protect him for personal injury including disease and death of persons under his employ or services, temporary or permanent in status, that are assigned for the project.

**Prior to the start of the construction, the Owner and the Architect shall give a list of personnel assigned to the project who need to be covered by insurance and with the corresponding amount of coverage.**

**32.02 OWNER'S OPTIONAL INSURANCE: The Owner at his option may maintain such Insurance as will protect him from his contingent liability for damages, for personal injury, including death, which may arise from the operations under this contract, and any other liability for damages which the contractor is required to insure under any provision of this contract.**

**ART 33: LIENS, DISPUTIES AND ARBITRATION**

**33.01 LIENS: Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case of affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any sub-contractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all cost and a reasonable attorney's fee.**

**33.02 ASSIGNMENT**

- a. This Contract shall not be assigned In whole or in part by the contractor nor shall any part of the work be sublet by the Contractor without the prior written consent of the Owner and such consent shall not relieve the Contractor from full responsibility and liability for the work hereunder and for the due performance of all the terms and conditions of the Contract.**
- b. The Owner's consent to any subletting of work hereunder shall not be granted in any event until the Contractor has furnished the Owner with satisfactory evidence that the sub-contractor is carrying ample insurance to the same extent and in the same manner as is herein provided to be the contractor.**
- c. If the Contract is assigned or any part thereof is sublet, the Contractor shall exonerate, indemnify and save harmless the Owner from and against any and all loss or expense caused thereby.**
- d. In case of any such transfer without the previous written consent of the Owner, the Owner may refuse to carry out the Contract either with the transferor or transferee; but all rights of action breach of this Contract by the Contractor shall be reserved to and remain within said Owner.**

**33.03 DAMAGES: Should either party to this Contract suffer damages because of any wrongful act or neglect of the other party or of anyone employed by him, claim shall be made in writing to the party liable within a reasonable time to the first observance of such damage and not later than the final payment, except as expressly stipulated**

otherwise in the case of faulty or materials, and shall be adjusted by agreement or arbitration.

**33.04 DISPUTES:**

- a. The Architect shall, within a reasonable time, make a decision on all claims of the Owner or Contractor and on all matters relating to the execution and progress of the work or the Interpretation of the Contract Documents.
- b. Except as otherwise specifically provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the Architect, whose decision shall be final and conclusive upon the parties thereto as to questions of fact.
- c. The Architect's decisions shall be final, if within the terms of the Contract
- d. If however, the Architect fails to render a decision within fifteen days after the parties have presented their evidence, either party may then demand arbitration. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not disturb or interrupt such proceedings except where such decision acceptable to the parties concerned.

**33.05 ARBITRATION:** All disputes, claims or questions subject to arbitration under this contract shall be settled in accordance with the provisions of this article.

- a. Notice of the demand for arbitration of a dispute shall be filled in writing with me other party to the contract, and a copy filed with the Architect. The demand for arbitration shall be made within a reasonable time after the dispute arisen; In no case however, shall the demand be made later than the time of the final payment except as otherwise expressly stipulated in the contract.
- b. When formal arbitration is requested, a Board of arbitration shall be formed in the following manner. The Owner and the Contractor shall each appoint one member of his board and these members shall appoint a third member who shall act as chairman. No one with a financial interest in the subject under arbitration will be permitted to serve on this board. This Board may engage experts to act in an advisory capacity. Minutes shall be kept off all meetings and signed by all members of the board. Decisions of the board shall require only a simple majority and all interested parties shall be informed thereof. Expenses of the Board shall be paid in accordance with the agreement set forth before the proceedings of the board.
- c. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The Contractor shall not cause a delay of the work during any arbitration proceedings, except by agreement within the Owner.



**SECTION X**  
**AUTHORITY OF ARCHITECT, ENGINEERS AND PROJECT**  
**REPRESENTATIVES**

**ART 34: ARCHITECT STATUS**

- a. The Architect shall be the Owner's representative during the construction period and he shall observe the work in the process on behalf of the Owner. He shall have authority to act on behalf of the Owner only to the extent expressly provided in the Contract Documents or otherwise in writing, which shall be shown to the Contractor. He shall have authority to stop the work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Contract. The Architect's failure of not ordering the stopping of the work, does not relieve the Contractor from the responsibility of complying with the Contract Documents and the sole responsibility of protecting persons, on, about, or adjacent to the premises where work is being performed against injury and death, and of protecting the Owner's property and adjoining property against damage.
- b. The Architect shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of work, and shall decide all questions which may arise as to the interpretation of the Drawings and Specifications, and all questions as to the acceptable fulfillment of the terms of the Contract .
- c. As the Architect is, in the first Instance, the Interpreter of the conditions of the contract and the judge of its performance, he shall side neither with the Owner nor with the Contractor, but shall use his powers and under the Contract to enforce its faithful performance by both.
- d. In case of the termination of the employment of the Architect, the Owner shall appoint a capable and reputable Architect against whom the Contract makes no reasonable objection, whose status under the Contract shall be that of the former Architect; any dispute in connection with such appointment shall be subject to arbitration.

**ART 35: AUTHORITY AND RESPONSIBILITIES OF THE ENGINEERS**

- a. The Engineers shall be solely responsible for their respective designs, computations and other professional services they rendered in connection with the preparation of Drawings and Specifications. They shall assist the Architects in the general supervision and direction of the particular portion of the work where their professional services are concerned.
- b. The Engineers shall inspect the work for conformance with the approved Drawings and Specifications and shall report to the

- Architect any discrepancy between such work and said Drawings and Specifications. They shall make recommendations when necessary and as required consistent with the ethics of the profession.
- c. The Engineers shall perform any professional service necessary for the accomplishment of the work subject to the terms and conditions of the Inter-professional agreement between the Architect and the Engineers or any existing contract affecting or relative to the project.

**ART 36: AUTHORITY AND DUTIES OF THE PROJECT  
REPRESENTATIVES, RESIDENT ARCHITECTS, RESIDENT ENGINEERS OR  
CONSTRUCTION INSPECTORS**

**36.01 EMPLOYED BY THE OWNER:** Technically qualified men referred to as Project Representatives, resident Architects, Resident Engineers or Construction Inspectors recommended by the Architect and employed by the Owner may be stationed on the Project to assist the Architect and the Engineers in the general supervision and direction of the Work.

**36.02 DUTIES:** The duties of the Project Representatives, Resident Architects, Resident Engineers and Construction Inspectors are stipulated in the Special Provision of the Contract.

**36.03 DISPUTES:** In case of any dispute arising between the Project Representative, Resident Architect, Resident Engineer, or Construction Inspector, and the Contractor, they shall have authority to reject materials or suspend the work until the question at issue can be referred to and decide by the Architect.

Nothing in the provisions of this article will relieve the Contractor from the responsibility of performing the work in accordance with the Drawings, Specifications and other Contract Documents.

## SECTION XI SCHEDULE OF TIME LIMITS

The Contractor performs his work subject to certain Time limits. This is indexed section, as based on the entire General Conditions, is provided for in order to facilitate the execution of his work.

NO. TITLE	TIME LIMIT	REFEREN CE ARTICLE NO.
1.CONTRACT TIME		
1.1 Contract time Reckoning	To commence on the 7 <sup>th</sup> day from receipt of notice to Proceed	21.02
1.2 Request for Time Extension	To be filed within 15 days from occurrence of delay (item a. par.1)	21.04
1.3 Beginning, Suspending or Resuming of Work	Written notice to be given to Architect at least 10 days prior to beginning, suspending (except in case of accident), or resuming the work. (item f).	21.04
1.4 Other Related Matters		
a. Request for supply of owner-furnished Materials	Written request to be made 10 days before they are actually needed (item a. Par.2).	21.04
b. Request for Drawings	No claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawings (item d.)	21.04
2. CONTRACT SUM		
2.1 Contract Sum Breakdown	To be submitted within 15 days from the receipt of Notice to Proceed	22.01

2.2 Claim for Extra cost	<p>Notice to be given to Architect within 15 days</p> <p>(1) after receipt of instruction involving extra cost, or</p> <p>(2) after recognition of delay due to Owner's fault</p>	20.08
3. PROGRESS PAYMENT		
3.1 Architect's action on payment request	To be made within 15 days after receipt of request for payment.	22.04
3.2 Owner's Action on Payment Request	To act within 15 days from date of Architect's approval of the payment request.	22.07
3.3 Release of Retention	To be released within 3 months after date of final payment.	22.14
4. CORRECTION OF WORK		
4.1 Correction Before Final payment	<p>Contractor to promptly remove from premises all work condemned by Architect as failing to confirm to the Contract, whether incorporated or not, and promptly replace and re-execute his own work in accordance with the contract without expense to the Owner.</p> <p>If Contractor fails to remove condemned work within a reasonable time from notice, Owner may remove and store the same at Contractor's expense.</p> <p>Contractor must pay expenses within 10 days from removal by the owner; In default thereof, Owner may sell the materials after 10 days, from written notice of intent to sell.</p>	22.10
4.2 Correction After Final Payment	Contractor should remedy any defects due to faulty materials or workmanship, which may appear within a period of one year from date of acceptance of work by Owner (item a).	22.13
	Repairs and corrective work at the expense and cost of Contractor should be done within 5 days after written notice by owner (item d).	31.05

5. SUB- CONTRACTORS CLAIM FOR EXTRA COST	Sub-contractor may make all claims for extras, for extension of time and for damages, for delays of otherwise to the Contractor in the manner provided in the General Conditions of the Contract for the claims by the Contractor upon the Owner except that the time for making claims for extra cost is one week (item c).	26.02
6. CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT	Contractor may suspend work or terminate Contract upon 15 days written notice to Owner and Architect, for any of the following reasons:  <ol style="list-style-type: none"> <li>1) If any court or other public authority orders work to be stopped or suspended for 90 days through no fault of the Contractor or his employees;</li> <li>2) If Architect fails to act upon request for payment within 15 days after presentation;</li> <li>3) If Owner fails to act upon request for payment within 15 days after Architect's certification;</li> <li>4) If Owners fails to pay Contractor the agreed sum within 30 days after its award by arbitrators.</li> </ol>	27
7. OWNER'S RIGHT TO TERMINATE CONTRACT	May be done after giving 15 days written notice to the Contractor or his Surety if Contractor should:  <ol style="list-style-type: none"> <li>1) Declare bankruptcy, become insolvent or assign his assets for the benefit of his creditors</li> <li>2) Disregard or violate provisions of the Contract Documents or Architect's Instructions.</li> <li>3) Fail to provide superintendent, workmen or sub-contractors or proper materials.</li> <li>4) fail to make prompt payment to sub-contractors, workmen or material dealers.</li> </ol>	28
8. DISPUTIES	If the Architect fails to render a decision within 15 days after parties have presented their evidence, either party may demand arbitration (item d).	33.04
9.BONDS AND INSURANCES		

9.1 Contractor's Liability Insurance	Insurance policy shall not cancelled by insurance company without 10 days written notice to Owner of Intention to cancel.	31.01
9.2 Contractor's Performance and payment Bond	Such bonds shall remain in effect until replaced by the Contractor's Guarantee Bond	31.03
9.3 Contractor's Guarantee Bond	To be furnished the Owner after expiration of Performance and Payment Bonds and shall be effective for a period of one year commencing from the date of acceptance as a guarantee that all materials and workmanship installed are of good quality.	31.04